



CHEMTRON

Chemtron Corporation
35850 Schneider Court
Avon, Ohio 44011

440-937-6348

EPA Region 5 Records Ctr.



370597

By overnight delivery

November 30, 2004

Marsha A. Adams
U.S. Environmental Protection Agency
Remedial Enforcement Support Section
77 West Jackson Boulevard (SR-6J)
Chicago, IL 60604-3590

In re: The Chemical Recovery Systems Site, Elyria, Ohio ("CRS Site")
Response to USEPA's General Notice of Potential Liability and Request for
Information dated June 3, 2004 ("Notice")

Dear Ms. Adams:

This Notice was sent to "Mathco Chemical Co. c/o RJG Enterprises d/b/a Chemtron Corp." Chemtron previously communicated to USEPA that it was in the process of locating records so that it may formulate an accurate response to USEPA on this matter.

Mathco Chemical Co., Inc. sold its assets, but not its stock, to Guenther Chemical Corp. pursuant to an agreement (*enclosed*) dated December 19, 1984 (hereinafter the "Agreement"). On February 11, 1985, Guenther Chemical Corp. changed its name (*enclosed*) to Mathco Chemical Corp., a similar name but a distinct corporate identity. On July 31, 2002, Mathco Chemical Corp. was merged (*enclosed*) out of existence. The surviving entity of Mathco Chemical Corp. is R.J.G. Enterprises Incorporated.

For the reasons stated above, USEPA's use of "Mathco Chemical Co. c/o RJG Enterprises d/b/a Chemtron Corp." is incorrect. Mathco Chemical Co. is not the same as Mathco Chemical Corp. In the February 11, 1985 filing with the Ohio Secretary of State, Guenther Chemical Corp. sought Mathco Chemical Co.'s consent (see enclosure) to use the name "Mathco Chemical Corp." These were two separate corporate entities.

Further, the allegations in the Notice refer to activity that occurred prior to 1981. Mathco Chemical Corp. did not come into existence until 1985. Mathco Chemical Corp. is a successor to Guenther Chemical Corp. but not to Mathco Chemical Co. The Agreement

Marsha A. Adams
U.S. Environmental Protection Agency
November 30, 2004
Page 2 of 2

memorializes an asset purchase only. See, §2 of the Agreement. The list of assets is included in Exhibit "A" of the Agreement and includes primarily the real property, its fixtures, and equipment. Guenther Chemical Corp. assumed only the liabilities of two vehicle leases. See, §13.3 and Exhibit "J" of the Agreement.

Chemtron Corp. considers this letter to be responsive to the Notice. Neither Chemtron Corp. nor R.J.G. Enterprises Incorporated are successors to the liabilities of Mathco Chemical Co. for activities that occurred at the CRS Site prior to 1981. Accordingly, Chemtron Corp. considers this matter to be closed in regards to itself, R.J.G. Enterprises Incorporated, and Mathco Chemical Corp.

Sincerely,



Richard M. Timm, Jr.
Chemtron Corporation
General Counsel

Enclosures

1. December 19, 2004 Asset Sale Agreement between Mathco Chemical Co. and Guenther Chemical Corp.
2. February 11, 1985 Ohio Secretary of State documents evidencing Guenther Chemical Corp. changing its name to Mathco Chemical Corp., a similar name but a distinct corporate identity.
3. July 31, 2002 Ohio Secretary of State documents evidencing Mathco Chemical Corp. merger out of existence and into the surviving entity of name of R.J.G. Enterprises Incorporated.

Enclosure 1

December 19, 2004 Asset Sale Agreement between
Mathco Chemical Co. and Guenther Chemical Corp.

AGREEMENT

This Agreement made and entered into this 17 day of December 1984 by and between MATHCO CHEMICAL CO., INC., an Ohio corporation, having its principal place of business located at 3855 East 78th Street, Cleveland, Ohio 44105, hereinafter referred to as "Seller", MILTON J. SILVER and JOSEPH BERG, hereinafter referred to as "Shareholders", and GUENTHER CHEMICAL CORP., an Ohio corporation, having its principal place of business located at 35850 Schneider Court, Avon, Ohio 44011, or its nominee, hereinafter referred to as "Buyer".

ARTICLE I

Preliminary Recitals

1.1 Seller is engaged in the marketing and distribution of cleaning supplies, soap and other chemicals of industrial and commercial establishments and desires to sell all of the business and assets listed on "Exhibit A", attached hereto and made a part hereof.

1.2 MILTON J. SILVER is the owner of Fifty Percent (50%) of the issued and outstanding common stock of Seller and JOSEPH BERG is the owner of Fifty Percent (50%) of the issued and outstanding common stock of Seller.

1.3 Buyer desires to purchase all of the business and assets which Seller desires to sell free and clear of all liabilities of Seller except those liabilities expressly assumed herein upon the terms and conditions contained herein.

ARTICLE II

Sale of Assets

2.1 Seller hereby agrees that at the closing Seller shall transfer, sell

and deliver to Buyer all of Seller's then existing assets and business including all of Seller's equipment, machinery, signs, furniture, fixtures and inventory of the business; Seller also agrees to sell and Buyer agrees to purchase the 1970 Ford truck, which is not operating, the 1980 Ford truck and the real property owned by Seller located at 3855 East 78th Street, Cleveland, Ohio, all of which shall be at their present physical condition, ordinary wear and tear at the date of the closing excepted.

2.2 Seller also hereby agrees to consent to Buyer's use of Seller's name "Mathco Chemical Co., Inc."; provided, however, that nothing contained herein to the contrary shall prevent Seller from collecting Seller's accounts receivables in the name of Mathco Chemical Co., Inc. and endorsing Mathco Chemical Co., Inc. on checks and other proceeds representing payment of such accounts receivables.

2.3 The assets to be sold and delivered shall consist of those assets listed on "Exhibit A" with only such changes as shall have occurred in the ordinary course of Seller's business between the date hereof and the closing.

2.4 The sale of such assets shall be made free and clear of all liabilities, obligations, liens, security interests and encumbrances, except only those liabilities and obligations which are specifically assumed by Buyer as hereinafter provided.

2.5 Subject to the terms of this Agreement and in reliance on the representations and warranties of Seller contained herein, Buyer shall purchase Seller's business and assets and shall pay to Seller as full consideration therefor the sum of One Hundred Eight Thousand Seven Hundred Forty-Six Dollars (\$108,746.00) reduced by the amount of any outstanding loan to AmeriTrust Company as of the date of closing which is secured by a lien on the 1980 Ford truck. In addition, Buyer shall pay to Seller for its inventory an amount equal to the current replacement cost of Seller's inventory which is salable in the

normal conduct of Seller's business plus any freight which is chargeable on soap included in Seller's inventory.

ARTICLE III

Closing and Escrow

3.1 The closing of the purchase and sale shall take place at the principal office of Buyer at 9:00 a.m. on December 21, 1984.

3.2 Seller shall deliver to Buyer at the closing such bills of sale with covenants of warranty, deeds, endorsements, assignments and other good and sufficient instruments of transfer and conveyance as, in the opinion of Buyer's counsel, shall be effective to vest in Buyer good title to the business and assets being sold pursuant to this Agreement free from all liens and encumbrances whatsoever, except those expressly assumed by Buyer pursuant to this Agreement. Seller agrees that from time to time at Buyer's request at or after the closing, it will execute and deliver such further and additional instruments of transfer as Buyer may reasonably require to transfer title to Buyer of any of the property being sold pursuant to this Agreement and will assist Buyer in the collection or reduction to possession of such property without additional consideration.

3.3 Seller and Buyer hereby appoint and name Lawyers Title Insurance Company, Elyria, Ohio, as the escrow agent to handle the transfer of title, funds and other documents relative to the within purchase.

ARTICLE IV

Payment of Purchase Price

4.1 Buyer agrees to pay to Seller at the closing for the business and assets to be purchased the sum of One Hundred Eight Thousand Seven Hundred Forty-Six Dollars (\$108,746.00) less the Five Thousand Dollars (\$5,000.00)

previous amount paid by Buyer to Seller plus the amount of any prorations due Seller by reason of Buyer's assumption of Seller's insurance or other prepaid assets.

4.2 As soon as practicable after the closing, Buyer and Seller shall jointly inspect Seller's inventory to determine the amount of chemical and soap inventory on hand. Within twenty-four (24) hours thereafter, Buyer shall pay to Seller for its inventory an amount equal to the current replacement cost of the corporation's inventory which is salable in the normal conduct of Seller's business plus any freight chargeable on soap included in inventory.

4.3 The purchase price shall be allocated as set forth on "Exhibit A" attached hereto.

ARTICLE V

Name

5.1 Seller hereby assigns to Buyer all of Seller's right to use the name "Mathco Chemical Co., Inc."; provided, however, that nothing contained herein to the contrary shall prevent Seller from collecting Seller's accounts receivables in the name of Mathco Chemical Co., Inc. and endorsing Mathco Chemical Co., Inc. on checks and other proceeds representing payment of such accounts receivables.

5.2 Seller agrees to execute and deliver to Buyer, in a form satisfactory to Buyer, consent to use the aforementioned name.

ARTICLE VI

Seller's Affidavit and Possession

6.1 Seller agrees to furnish to Buyer not less than fifteen (15) days prior to the closing a Bulk Sales Affidavit signed and sworn to by Seller, pursuant to the Ohio Bulk Sales Act, Ohio Revised Code Chapter 1306.

6.2 Seller agrees to place Buyer in possession of the business and assets being purchased by Buyer not later than the date of the closing and that all the property being purchased pursuant to this Agreement shall be in good working order as of the date of the closing except for the 1970 Ford truck.

6.3 Possession of all of Seller's business papers including but not limited to all blue prints, technical data, manuals, drawings, notebooks, price lists and customer lists, shall be turned over to Buyer at the time Buyer is placed in possession of Seller's business and assets. Seller shall be permitted to keep ledger cards representing accounts receivable in order to allow Seller to collect the balance due Seller on said accounts receivable; provided, however, that Seller shall provide Buyer with copies of all such ledger cards retained by Seller and shall deliver to Buyer the original of such ledger cards when such customer's account to Seller is paid in full.

6.4 In the event that Buyer receives payment of any of the accounts receivable being retained by Seller, Buyer shall immediately turn over such accounts as Buyer has received in payment of Seller's accounts receivable to Seller. In the event a customer does not designate on a check which invoice is paid, it shall be presumed to be Seller's account.

ARTICLE VII

Representations and Warranties of Seller

7.1 Seller represents and warrants that Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and that up-to-date, complete and correct copies of Seller's Articles of Incorporation and all amendments thereto, certified by the Secretary of State of Ohio, and of Seller's By-Laws as amended, certified by Seller's secretary, are attached hereto as "Exhibit B".

7.2 Seller represents and warrants that the execution and delivery of this Agreement to Buyer and the sale contemplated hereby have been duly authorized by Seller's Board of Directors and its Shareholders and that Seller has delivered to Buyer copies of the minutes of the meetings of its Board of Directors and Shareholders at which such authority was granted, such copies having been certified by the Seller's secretary and a copy of said certified minutes is attached hereto as "Exhibit C".

7.3 Seller represents and warrants that Seller has delivered to Buyer copies of its tax returns for the year ending May 31, 1984 and certain other financial information, copies of which is attached hereto as "Exhibit D" and that the income tax returns and such other financial information fairly represents the financial position of Seller as of May 31, 1984 and the results of Seller's operations for the period ending May 31, 1984.

7.4 Seller represents and warrants that except to the extent reflected or reserved against in Seller's tax returns and financial information provided to Buyer, the Seller as of May 31, 1984 had no liabilities or obligations of any nature whether accrued, absolute, contingent or otherwise, whether due or to become due, arising in whole or in part out of any transaction entered into or any event or any state of facts existing prior to May 31, 1984, including without limitation, liabilities or obligations on account of taxes or other government charges or penalties, interest or fines. Seller and each of its Shareholders represent and warrant that they do not know or have reasonable grounds to know of any basis for any assertion against Seller as of May 31, 1984 of any debt or liability of any nature or in any amount not fully reflected or reserved against in the tax returns and financial information as of May 31, 1984.

7.5 Seller represents and warrants that, except as set forth on "Exhibit E" attached hereto and made a part hereof, there is no litigation, claim, proceeding or controversy known to Seller which is pending or threatened against Seller or relating to its properties or business or which might materially adversely affect the operation of Seller's business or the sale of its products hereafter by Seller or Buyer.

7.6 Seller represents and warrants that except as set forth in the tax returns and financial information provided to Buyer, all federal, state and local taxes now or hereafter due or claimed by any taxing authority to be due from Seller or now or hereafter assessed or imposed upon any of Seller's assets for the periods prior to the closing have been duly paid or adequate provision has been made therefor, and any such taxes due or claimed to be due at or for any period prior to or on account of any business done or income earned prior to the closing will be paid by Seller. As of the date hereunder, the only tax liability which is not paid is personal property tax in the approximate amount of Twelve Thousand Dollars (\$12,000.00).

7.7 Seller represents and warrants that Seller has complied with all applicable federal and state laws and regulations and local ordinances relating to the employment of labor.

7.8 Seller represents and warrants that Seller has good title to all of its property and assets including those listed on "Exhibit A" free and clear of all liens, encumbrances, pledges, conditional sales agreements and charges except for the lien to AmeriTrust Company on the 1980 Ford truck.

7.9 Seller represents and warrants that Seller has no subsidiaries and does not own or hold any interest in any other business entity.

7.10 Seller represents and warrants that except as to the contracts listed or described on "Exhibits F or G" attached hereto and made a part hereof, Seller

is not as of the date of this Agreement a party to or bound by any written or oral:

- (a) Contract not made in the ordinary course of business;
- (b) Employment, advisory or consulting contract not terminable at will;
- (c) Contract with any labor or trade union or association;
- (d) Bonus, pension, profit-sharing, retirement, stock purchase, stock option, hospitalization, insurance, vacation or other plan providing for employee benefits;
- (e) Lease with respect to any property, real, personal or mixed, whether as lessor or lessee;
- (f) Contract providing for payment based upon a proportion or percentage of the gross or net revenues from operations of Seller;
- (g) Contract providing for the maintenance and repair of any of Seller's machinery or equipment.

7.11 Seller represents and warrants that Seller maintains the insurance policies listed on "Exhibit G" attached hereto.

7.12 Seller represents and warrants that neither the execution and delivery of this Agreement nor compliance with and performance of this Agreement on the part of Seller will conflict with or result in the breach of any of the terms, conditions or provisions of any agreement or instrument to which Seller is a party or by which it may be bound or constitute a default thereunder or will result in the creation or imposition of any claim, charge, encumbrance or restriction of any nature whatsoever.

7.13 Seller represents and warrants that it does not own or use any trademarks, tradenames or patents in the conduct of its business nor does it contemplate using any trademarks, tradenames or patents in the future conduct of its business.

7.14 Seller represents and warrants that since the date of the tax returns and financial information provided to Buyer, there has not been:

- (a) Any change in Seller's financial condition, assets, liabilities or business, other than in the ordinary course of business and that none of the changes in the ordinary course of business materially and adversely affect the business of Seller;
- (b) Any damage, destruction or loss to Seller's assets or any property leased by Seller, whether or not covered by insurance, materially and adversely affecting Seller or its properties or business;
- (c) Any increase in the compensation payable or to become payable by Seller to any of its officers, employees or agents or any bonus payment or arrangements made to or with any of its officers, employees or agents;
- (d) Any labor conflict or any event or condition of any character, materially and adversely affecting Seller's business or prospects.

7.15 Seller represents and warrants that there is no customer of Seller whose purchases constituted more than Five Percent (5%) of Seller's sales for any of Seller's last three (3) fiscal years, including the current fiscal year ending on December 31, 1984, except as shown on "Exhibit B" attached hereto and made a part hereof.

7.16 Seller represents and warrants that all of Seller's machinery and equipment except for the 1970 Ford truck is in good working order and repair and shall be in good working order and repair as of the date of the closing and that all vehicles owned or leased by Seller will be in good working order (other than the 1970 Ford truck). At the time of the closing, Buyer will inspect all vehicles and other personal property to satisfy Buyer that such property is in good working order and repair.

7.17 Seller represents and warrants that Seller has not granted any

warranty or guarantee on any of the products sold by Seller except such warranties as are provided with respect to such products by the manufacturers of the products.

7.18 Seller represents and warrants that neither the execution and delivery of this Agreement nor compliance with the performance of this Agreement on the part of Seller will conflict with or result in the breach of any of the terms, conditions or provisions of any agreement or instrument to which Seller or its Shareholders are a party or by which it may be bound or constitute a default thereunder or will result in the creation or imposition of any claim, charge, encumbrance or restriction of any nature whatsoever.

7.19 No representations or warranties of Seller in this Agreement or any statement or certificate furnished to Buyer pursuant to this Agreement or in connection with the transaction contemplated by this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained herein not misleading.

7.20 The foregoing representations and warranties made by Seller in paragraphs 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.17, 7.18 and 7.19 are made with the knowledge and expectation that the Buyer is placing complete reliance thereon.

ARTICLE VIII

Representations and Warranties of Buyer

8.1 Buyer represents and warrants that Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio.

8.2 Buyer represents and warrants that all corporate actions of Buyer necessary to authorize and consummate the valid execution, delivery and performance of this Agreement have been duly taken and that this Agreement will be a valid and binding obligation of Buyer enforceable in accordance with its terms.

ARTICLE IX

Inventory

9.1 The inventory being purchased by Buyer shall be valued at replacement cost and immediately at the closing, Buyer and Seller shall audit the inventory of Seller to determine the cost of its replacement cost.

9.2 Seller warrants that all of the inventory being sold to Buyer shall be salable in the ordinary course of Seller's business and is not obsolete. Any inventory which is obsolete or not salable in the ordinary course of business shall be deemed to be worthless when valuing Seller's inventory as provided in Paragraph 9.1 above. For purposes of this paragraph, inventory shall be obsolete or not salable in the ordinary course of Seller's business if no sales of such type of inventory have been made in the seven (7) months immediately prior to the closing. Inventory not purchased shall be held for the benefit of Seller for disposal of same.

ARTICLE X

Conduct of Business Pending Closing

10.1 Seller covenants that from the date of signing this Agreement to the date of the closing, Seller will conduct Seller's business only in the ordinary manner.

10.2 Seller covenants that pending the closing no contract or commitment will be entered into by or on behalf of Seller extending beyond the closing

except normal commitments for the purchase of raw materials and supplies, and any settlement made by Seller with Dow Chemical.

10.3 Seller covenants that pending the closing there will not be any change in Seller's financial condition, assets or liabilities other than in the ordinary course of business and that none of the changes in the ordinary course of business will materially and adversely affect the business of Seller.

10.4 Seller covenants that pending the closing except as otherwise requested by Buyer and without making any commitment on Buyer's behalf, Seller will use its best efforts and best judgment from the date of execution of this Agreement to the date of the closing to preserve Seller's business organization in tact, keep available to Buyer the services of its present employees and to preserve for Buyer the good will of Seller's suppliers, customers and others having business relations with Seller.

10.5 Seller covenants that pending the closing Seller will use its best efforts and best judgment from the date of execution of this Agreement to the date of the closing to duly comply with all federal and state laws and regulations and local ordinances.

ARTICLE XI

Transfer of Real Estate

11.1 At the closing, Seller shall transfer by Warranty Deed the real estate described on "Exhibit I" and shall provide Buyer with a Title Guarantee in the amount of Twenty Five Thousand Dollars (\$25,000.00) from a reputable title company insuring that Buyer has good title to the real estate being purchased.

11.2 Taxes and assessments, both general and special, shall be prorated as of the date of the closing and the transfer.

11.3 Seller shall be charged with the cost of the Ohio Real Estate Transfer Tax, the cost of the evidence or assurance of title required hereunder, any amount due Buyer by reason of prorations and one-half (1/2) of the escrow fee.

11.4 Buyer shall pay for all fees for filing the deed for record and one-half (1/2) of the escrow fee.

ARTICLE XII

Conditions to Closing

12.1 Unless each of the following conditions shall be satisfied at the closing or waived by Buyer in writing prior to the closing, Buyer shall not be obligated to accept the business and assets being purchased pursuant to this Agreement or do any other thing required of Buyer pursuant to this Agreement:

- (a) The representations and warranties of Seller set forth in Article VII of this Agreement as of the date of this Agreement shall also be true and correct as of the date of the closing except for any changes after the date of this Agreement resulting from any transaction expressly referred to herein or approved in writing by Buyer;
- (b) No litigation or proceeding seeking to enjoin or prevent the consummation of or to recover damages on account of this Agreement or which would materially and adversely affect Buyer's continued possession of the business being purchased shall be pending or threatened;
- (c) Seller shall have performed and complied with all of its agreements and covenants to be performed and complied with by it or prior to the closing.

12.2 Unless Seller's counsel shall furnish to Buyer at the closing a favorable opinion that each of the following is true as of the closing, Buyer shall not be obligated to accept the business and assets being purchased pursuant to this Agreement or to do any other thing required of Buyer pursuant to this Agreement:

- (a) That Seller is a corporation duly organized, validly

existing and in good standing under the laws of the State of Ohio;

- (b) That Seller has good title to all of the property and assets being sold pursuant to this Agreement;
- (c) That all proceedings required by law or the provisions of this Agreement to be taken by Seller and its Shareholders in connection with the transactions provided for in this Agreement have been duly and validly taken;
- (d) That Seller has complete and unrestricted power to sell, transfer and deliver to Buyer all of the assets and business to be sold hereunder and the instruments executed and delivered to Buyer hereunder are valid in accordance with their terms and effectively vest in Buyer good title to Seller's assets and business as contemplated by this Agreement, free and clear of any and all liabilities, obligations, liens and encumbrances except those liabilities and obligations expressly assumed by Buyer.

12.3 Unless there shall be delivered to Buyer at the closing the certificate of an officer of Seller that all things required to be performed by Seller have been performed, Buyer shall not be obligated to accept the business and assets being purchased pursuant to this Agreement or to do any other thing required of Buyer pursuant to this Agreement.

12.4 Unless each of the following conditions shall be satisfied at the closing or waived by Seller in writing prior to the closing, Seller shall not be obligated to sell its business and assets being sold pursuant to this Agreement or to do any other thing required of Seller pursuant to this Agreement:

- (a) The representations and warranties of Buyer set forth in Article VIII of this Agreement as of the date of this Agreement shall also be true and correct as of the date of the closing, except for any changes after the date of this Agreement resulting from any transactions expressly referred to herein or approved in writing by Seller.
- (b) Buyer has performed and complied with all of its agreements and covenants to be performed and complied with by it at or prior to the closing.
- (c) All funds due Seller are deposited with the escrow agent as of the closing with instructions satisfactory to Seller.

12.5 Unless Buyer's counsel shall furnish to Seller at the closing a favorable opinion that each of the following is true as of the closing, Seller shall not be obligated to sell the business and assets being sold pursuant to this Agreement or to do any other thing required of Seller pursuant to this Agreement:

- (a) This Agreement has been duly authorized, executed and delivered by Buyer and is the valid and binding obligation of Buyer enforceable in accordance with its terms.
- (b) Buyer has the right and power to acquire the business and assets sold hereunder from Seller and to pay for the same as herein provided.
- (c) Buyer is a corporation duly organized, legally existing and in good standing under the laws of the State of Ohio.

12.6 Unless there shall be delivered to Seller at the closing the certificate of an officer of Buyer that all things required to be performed by Buyer have been performed, Seller shall not be obligated to sell the business and assets being sold pursuant to this Agreement or to do any other thing required of Seller pursuant to this Agreement.

ARTICLE XIII

Buyer's Assumption of Liabilities

13.1 At the closing, Buyer shall execute and deliver to Seller such documents as may reasonably be required to evidence Buyer's assumption and agreement to pay or discharge those liabilities and obligations of Seller which are expressly assumed herein.

13.2 The assets being purchased may be subject to security interests created to secure the obligations being assumed by Buyer.

13.3 Buyer shall assume only those liabilities of Seller listed on "Exhibit J" attached hereto.

ARTICLE XIV

Indemnification

14.1 Seller shall indemnify and hold harmless Buyer against and in respect of:

- (a) All liabilities and obligations of or claims against Seller not expressly assumed by Buyer pursuant to Article XIII of this Agreement;
- (b) Any damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Seller pursuant to this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer pursuant to this Agreement;
- (c) All actions, suits, proceedings, demands, assessments, judgments, costs and expenses incident to any of the foregoing.

14.2 Buyer agrees to indemnify Seller against and save and hold Seller harmless from any and all loss, damage, claims asserted and costs and expenses arising out of or incurred on account of the failure of any warranty or representation of Buyer to be true and accurate, or the nonfulfillment of any agreement of Buyer contained herein.

14.3 Seller's and Buyer's rights of indemnification shall be subject to the other party giving timely notice of any claim and the right to defend and cooperate contesting any such claim.

ARTICLE XV

Covenant Not To Compete

15.1 Each of the Shareholders and the Seller hereby agrees that for a period of five (5) years after the closing each of them will not directly or indirectly own, manage, operate, control, be employed by, participate in or be connected in any manner with the ownership, management, operation or control of

any business which competes with the business being purchased in the Cleveland, Ohio metropolitan area except as a consultant to Buyer without the prior written consent of Buyer.

ARTICLE XVI

Consulting

16.1 For a period of six (6) months after the closing, MILTON J. SILVER shall be available to consult with Buyer upon forty-eight (48) hours notice for not more than two (2) mornings per week. Such consultation shall be provided only as requested by Buyer.

16.2 In consideration of the consulting services being provided pursuant to paragraph 16.1, Buyer will cause the current hospitalization being provided by MILTON J. SILVER, LAURA SILVER and BRUCE SILVER to continue to be provided until six (6) months from the date of the closing. Thereafter, Buyer will at the request of Seller continue hospitalization for MILTON J. SILVER and LAURA SILVER AND BRUCE SILVER upon payment by MILTON J. SILVER of Buyer's cost of any such hospitalization which is continued by Buyer.

ARTICLE XVII

Miscellaneous

17.1 All warranties, representations, additional covenants and conditions set forth in this Agreement shall survive the closing, notwithstanding any investigations made by or on behalf of any party except that the warranties with respect to tangible property that it is in good operating condition and repair shall terminate upon inspection by Buyer and Buyer's taking possession of such tangible property.

17.2 Seller represents and warrants that all negotiations relative to this

Agreement have been taken on directly with Buyer without the intervention of any person and Seller shall indemnify Buyer and hold it harmless against and in respect of any claim for brokerage or any commission relative to this Agreement or to the transactions contemplated hereby.

17.3 All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their successors and assigns.

17.4 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

17.5 All notices shall be in writing and shall be sufficient in all respects if addressed and delivered, mailed certified mail, return receipt requested, postage prepaid,

If to Seller to:

Mathco Chemical Co., Inc.
c/o Milton J. Silver
3570 Warrensville Center Road
Shaker Heights, Ohio 44122

With copy to:

Lester G. Mesch
Mesch & Epstein Co., L.P.A.
3570 Warrensville Center Road
Suite 103
Shaker Heights, Ohio 44122

If to Buyer to:

Guenther Chemical Corp.
3855 East 78th Street
Cleveland, Ohio 44105
Attention: Robert J. Guenther

With copy to:

Keith W. Kern
Conway, Barclay, Deyo & Kurant Co.
27801 Euclid Avenue
Cleveland, Ohio 44132

17.6 The waiver by any party of a breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision by said party.

17.7 The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Ohio.

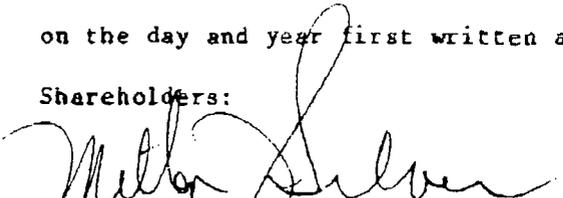
17.8 This Agreement, together with the Exhibits herein expressly referred to, constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes all other understandings and agreements between the parties with respect to such subject matter. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

17.9 Buyer shall have the absolute right to assign this Agreement to a corporation to be formed by or on behalf of Buyer; provided, however, no such assignment shall release Buyer from its obligations hereunder.

17.10 The within Agreement is executed in four (4) counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have hereby executed this Agreement on the day and year first written above.

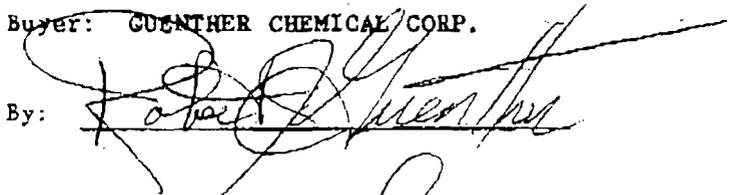
Shareholders:


MILTON J. SILVER

JOSEPH BERG

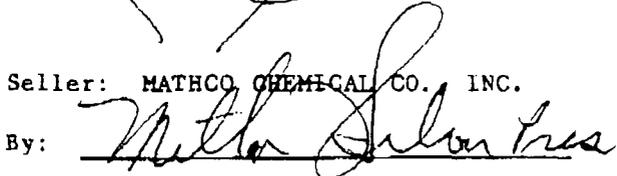
Buyer: CUENTHER CHEMICAL CORP.

By:



Seller: MATHCO CHEMICAL CO. INC.

By:



And:

EXHIBIT A

Business and assets of Mathco Chemical Co., Inc.:

A. Real Estate

\$ 25,000.00

B. All Other Assets

\$ 83,746.00

Warehouse equipment

- (1) Towmotor
- (3) Handtrucks (two wheel)
- (1) Barrel truck
- (1) Floor scale
- Steel racks
- (3) 4-wheel hand trucks
- (1) 1,500 gallon plastic storage tank
- (1) Box for Truck pumping equipment

Outside tank area

- (4) Tanks 5,000, 7,500 gallon capacity

Back garage

- (2) Storage tanks

Office

- (6) Desks
- (1) Bookkeeping machine
- (1) Typewriter
- (5) Adding Machines
- (2) File cabinets on wheels
- About 10 filing cabinets
- (8) Office chairs
- (1) Copy machine

Vehicles

- (1) 1970 Ford Van (tank truck) (not operating)
- (1) 1980 Ford Van (tank truck)
- (1) 1981 Ford Van (tank truck) leased from Milton J. Silver
- (1) 1982 Dodge auto leased from Milton J. Silver

Tanks leased to customers - \$13,180.00
(\$9,625.00 to customers now buying from Mathco)

Any miscellaneous tools on premises

All empty 55-gallon drums

EXHIBIT A

SCHEDULE OF EXPENDITURES
RELATED TO TRUCK IMPROVEMENTS
PRR 2.2

| INITIALS | DATE |
|----------|------|
| | |

| LINE NO. | DESCRIPTION | AMOUNT |
|----------|---------------------------------|---------|
| 1 | 7/16 KOENIGER RUBBER SUPPLY CO. | 7800 |
| 2 | OVERHAUL MOTOR BLK TRUCK | |
| 3 | | |
| 4 | 10/4 KROTO METAL | 1530 |
| 5 | BOXES FOR TRUCK PUMPING EQUIP | |
| 6 | | |
| 7 | 10/24 SPECIALTY HOSE | 395.44 |
| 8 | HOSE FOR PUMP | |
| 9 | | |
| 10 | 10/4 FOXEN | |
| 11 | INSTALLATION OF BOX | 490.50 |
| 12 | | |
| 13 | 10/2 AEROMOTIVE | |
| 14 | REEL FOR HOSE | 5060 |
| 15 | FREIGHT COST | 49.60 |
| 16 | | |
| 17 | TOTAL EXPENDED | 5776.35 |
| 18 | | 5776.35 |
| 19 | | |
| 20 | | |
| 21 | | |
| 22 | | |
| 23 | | |
| 24 | | |
| 25 | | |
| 26 | | |
| 27 | | |
| 28 | | |
| 29 | | |
| 30 | | |
| 31 | | |
| 32 | | |
| 33 | | |
| 34 | | |
| 35 | | |
| 36 | | |
| 37 | | |
| 38 | | |
| 39 | | |
| 40 | | |

100% (BLACK) - Red
50% (BLACK) - Green

EXHIBIT A-1

Customers
List of Tanks (Not Buying)

Bank Box
C. Brown (Gault)
C.B.H.
C.B.H.
Carlson (Windy Hill)
Campus (Berlin)
Chestnut (American)
Coyne Ind.
Everbrite (Village Cl)
Forest Hill
Lakeshore Nor.
Mary Al (Foster)
Mayland Ldry.
Mentor Norg (Norge Vill)
Park Central
Regomah (Ctby Clr)
S.P.B. Carp.
Shore Circle (Cleansville)
Thatcher
Twinsburg Coin
Van Attas (Blakeys)
Village Coin (Bhair)
Wagner Clr.
Wash M Rite (Sparkle Clr)
Wash Well
Fouts. Hamblin

EXHIBIT A-1

Customer
List of Tanks (Buying)

Alliance Norge Village
Beaver Cleaners
Bil Mar Service
C and B Polishing
C and T Laundry
Clothing Care
Dad and Son Cleaners
Edgewood Norge
Glenn Dry Cleaners
Gorman and Rupp
Hestons Cleaners
Huntley Cleaners
James and Esther Cleaners
Jiffy Cleaners
Manufacturers Plating
May Son Coin Op.
Mireau Laundry
Modern Dry Cleaners
New Westlake Cleaners
Nissens Cleaners
Park Ave. West Cleaners
Parklawn Cleaners
Pauls Cleaners
Peoples Cleaners
Perry Laundry
Plaza Laundry
Quality Cleaners

EXHIBIT A-1

List of Tanks ^{Customer}
(Buying)

Proto Rex
Satellite Cleaners
Service Center Cleaners
Speck Queen Fabric Care
Streetsboro Self Serve
Tomlinson Ind.
Tonys Coin Op.
Wakeman Laundry
Warren Norge Village
Wayne Cleaners
Wooster OHM
X L Cleaners
Yuhanicks Cleaning

EXHIBIT B

RECORD OF PROCEEDINGS

OF

INCORPORATORS, SHAREHOLDERS AND DIRECTORS

OF

MATHCO CHEMICAL COMPANY

OF

CLEVELAND, OHIO

Incorporated under the laws of the

State of Ohio, May 25, 1946.

EXHIBIT J

Liabilities being assumed:

1) Lease of a 1981 Ford truck from Milton J. Silver continuing through December 31, 1986 having a monthly payment of approximately \$1,012.92 and a buy-out option of \$2,500.00.

2) A lease of a 1982 Dodge Aries from Milton J. Silver continuing through July 31, 1986 having a monthly payment of approximately \$230.00 and a buy-out option of \$300.00, which purchase option is to the salesman currently using the 1982 Dodge Aries.

Enclosure 2

February 11, 1985 Ohio Secretary of State documents evidencing Guenther Chemical Corp. changing its name to Mathco Chemical Corp., a similar name but a distinct corporate identity.

State of Ohio
Department of State

Secretary of State

Date: 2/15/85

Number: 645620

Receipt No: 53806

F611-0531 0391

Received of or filed by: CONWAY, BARCLAY, DEYO & KURANT CO.

F0511-0531

The sum of \$ 35.00 for filing AND CHN of

NATHCO CHEMICAL CORP. FORMERLY GUENTHER CHEMICAL CORP.

Returned to: 53806
CONWAY, BARCLAY, DEYO & KURANT CO.
ATT: K. WICKERN
27801 EUCLID AVE.
CLEVELAND, OH 44132

AND \$ 35.00
CHN \$ _____

RECEIPT

Name: NATHCO CHEMICAL CORP. FORMERLY GUENTHER CHEMICAL CORP. Total Fee: \$ 35.00

Department of State

F611-0532

The State of Ohio

Sherrod Brown
Secretary of State

045623

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of _____

_____ of:

MATHON CHEMICAL CO-P. FORMERLY QUENTRON CHEMICAL CORP.

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll _____ at Frame _____ of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the
City of Columbus, Ohio, this _____ day of _____,

A.D. 19____.



Sherrod Brown

Sherrod Brown
Secretary of State

F611-0531

6-15670
APPROVED
By: JEH
Date: 2/11/85
Page: 38

CERTIFICATE OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
GUENTHER CHEMICAL CORP.

RONALD J. GUENTHER, President, and MOLLY GUENTHER, Secretary, of GUENTHER CHEMICAL CORP., an Ohio corporation, do hereby certify that on the 31st day of December, 1984, the Shareholder of said corporation duly adopted the following resolution by unanimous written consent:

RESOLVED: That Article First of said Articles of Incorporation be amended to read as follows:

FIRST: The name of said corporation shall be MATHCO CHEMICAL CORP.

IN WITNESS WHEREOF, said RONALD J. GUENTHER, President, and MOLLY GUENTHER, Secretary, of GUENTHER CHEMICAL CORP., acting for and on behalf of said corporation have hereunto subscribed their names this 31st day of December, 1984.

Ronald J. Guenther
RONALD J. GUENTHER, President

Molly Guenther
MOLLY GUENTHER, Secretary

F611-0531



CONSENT FOR USE
OF SIMILAR NAME

On the 18th day of December, 19 84

the BOARD OF DIRECTORS of Mathco Chemical Company
(Name of corporation giving consent)

(Charter or License No. _____)

passed the following resolution:

RESOLVED, that Mathco Chemical Company
(Name of corporation giving consent)

gives it consent to Guenther Chemical Corp.

to use the name Mathco Chemical Corp.

Date December 18, 1984

Signed *Mathco*
Secretary or Assistant Secretary
of consenting corporation

CONWAY, BARCLAY, DEYO & KURANT, CO.

A LEGAL PROFESSIONAL ASSOCIATION
COUNSELORS AT LAW
27801 EUCLID AVENUE
CLEVELAND, OHIO 44132
(216) 731-1100

EDWARD C. KRUTH (C904-1874)
JAMES J. CONWAY
DONALD K. BARCLAY
KENNETH D. DEYO
JACK KURANT
KEITH W. KERN
MICHAEL K. RODE

CABLE ADDRESS
"CONLAW"
OF COUNSEL
VIDA RHOFFER

February 7, 1985

RECEIVED
FEB 11 1985
BUREAU OF BROWN
SHERIFF OF STATE

Mr. Bradley E. Hoffman
Assistant Corporate Counsel
14th Floor
State Office Tower
Columbus, Ohio 43215

Re: Guenther Chemical Corp.

Dear Mr. Hoffman:

I am returning to you the enclosed Certificate of Amendment along with our check in the amount of \$35.00 and the Consent for Use of Similar Name for Guenther Chemical Corp.

If there are any further questions, please do not hesitate to contact me.

Very truly yours,

Keith W. Kern

Keith W. Kern

KWR:dif

Enc.

CORRESPONDENCE

Enclosure 3

July 31, 2002 Ohio Secretary of State documents
evidencing Mathco Chemical Corp. merger out of
existence and into the surviving entity of name of R.J.G.
Enterprises Incorporated.



| DATE: | DOCUMENT ID | DESCRIPTION | FILING | EXPED | PENALTY | CERT | COPY |
|------------|--------------|-----------------------|--------|-------|---------|------|------|
| 08/02/2002 | 200221302804 | MERGER/DOMESTIC (MER) | 125.00 | .00 | .00 | .00 | .00 |

Receipt

This is not a bill. Please do not remit payment.

CONWAY, MARKEN, WYNER, KURANT & KERN CO., LPA
 KEITH W. KERN
 30195 CHAGRIN BLVD #300
 PEPPER PIKE, OH 44124

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

560065

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

R.J.G. ENTERPRISES, INCORPORATED

and, that said business records show the filing and recording of:

Document(s)
MERGER/DOMESTIC

Document No(s):
200221302804



United States of America
 State of Ohio
 Office of the Secretary of State

Witness my hand and the seal of
 the Secretary of State at Columbus,
 Ohio this 31st day of July, A.D.
 2002.

J. Kenneth Blackwell
 Ohio Secretary of State

| DATE: | DOCUMENT ID | DESCRIPTION | FILING | EXPED | PENALTY | CERT | COPY |
|------------|--------------|-------------------------------|--------|-------|---------|------|------|
| 08/02/2002 | 200221302804 | MERGED OUT OF EXISTENCE (MEX) | .00 | .00 | .00 | .00 | .00 |

Receipt
This is not a bill. Please do not remit payment.

CONWAY, MARKEN, WYNER, KURANT & KERN CO., LPA
KEITH W. KERN
30195 CHAGRIN BLVD #300
PEPPER PIKE, OH 44124

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

645620

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

MATHCO CHEMICAL CORP.

and, that said business records show the filing and recording of:

Document(s)
MERGED OUT OF EXISTENCE

Document No(s):
200221302804



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 31st day of July, A.D.
2002.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

| | |
|--|---|
| Expedite this Form: <small>Select One</small> | |
| Mail Form to one of the following: | |
| <input type="radio"/> Yes | PO Box 1390 Columbus, OH 43216 <small>*** Requires an additional fee of \$100 ***</small> |
| <input checked="" type="radio"/> No | PO Box 1329 Columbus, OH 43216 |

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

CERTIFICATE OF MERGER

(For Domestic or Foreign, Profit or Non-Profit)
Filing Fee \$125.00
(154-MER)

In accordance with the requirements of Ohio law, the undersigned corporations, banks, savings banks, savings and loan, limited liability companies, limited partnerships and/or partnerships with limited liability, desiring to effect a merger, set forth the following facts:

I. SURVIVING ENTITY

A. The name of the entity surviving the merger is:

R.J.G. ENTERPRISES INCORPORATED

B. Name Change: As a result of this merger, the name of the surviving entity has been changed to the following:

(Complete only if name of surviving entity is changing through the merger)

C. The surviving entity is a: **(Please check the appropriate box and fill in the appropriate blanks)**

- Domestic (Ohio) For-Profit Corporation, charter number 560065
- Domestic (Ohio) Non-Profit Corporation, charter number _____
- Foreign (Non-Ohio) Corporation incorporated under the laws of the state/country of _____
and licensed to transact business in the State of Ohio under license number _____
- Foreign (Non-Ohio) Corporation incorporated under the laws of the state/country of _____
and NOT licensed to transact business in the state of Ohio,
- Domestic (Ohio) Limited Liability Company, with registration number _____
- Foreign (Non-Ohio) Limited Liability Company organized under the laws of the state/country of _____
and registered to do business in the State of Ohio under registration number _____
- Foreign (Non-Ohio) Limited Liability Company organized under the laws of the state/country of _____
and NOT registered to do business in the State of Ohio.
- Domestic (Ohio) Limited Partnership, with registration number _____
- Foreign (Non-Ohio) Limited Partnership organized under the laws of the state/country of _____
and registered to do business in the state of Ohio under registration number _____

VI. STATUTORY AGENT

The name and address of the surviving entity's statutory agent upon whom any process, notice or demand may be served is:

(name) _____ (street) NOTE: P.O. Box Addresses are NOT acceptable. _____, Ohio _____ (city, village or township) _____ (zip code)

(This item MUST be completed if the surviving entity is a foreign entity which is not licensed, registered or otherwise authorized to conduct business in the state of Ohio)

VII. ACCEPTANCE OF AGENT

The undersigned, named herein as the statutory agent for the above referenced surviving entity, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature of Agent _____

(The acceptance of agent must be completed by the surviving entities if through this merger the statutory agent has changed, or the named agent differs in any way from the name currently on record with the Secretary of State.)

VIII. STATEMENT OF MERGER

Upon filing, or upon such later date as specified herein, the merging entity/entities listed herein shall merge into the listed surviving entity

IX. AMENDMENTS

The articles of incorporation, articles of organization, certificate of limited partnership or registration of partnership having limited liability (circle appropriate term) of the surviving domestic entity have been amended.

- Attachments are provided No Changes

X. QUALIFICATION OR LICENSURE OF FOREIGN SURVIVING ENTITY

A. The listed surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability desires to transact business in Ohio as a foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the state of Ohio. The name and complete address of the statutory agent is:

(name) _____ (street) NOTE: P.O. Box Addresses are NOT acceptable. _____, Ohio _____ (city, village or township) _____ (zip code)

The subject surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State of Ohio if the agent cannot be found, if the corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability fails to designate another agent when required to do so, or if the foreign corporation's, bank's, savings bank's, savings and loan's, limited liability company's, limited partnership's or partnership having limited liability's license or registration to do business on Ohio expires or is canceled.

B. The qualifying entity also states as follows: (Complete only if applicable)

1. Foreign Notice Under Section 1703.031

(If the qualifying entity is a foreign bank, savings bank, or savings and loan, then the following information must be completed.)

(a.) The name of the Foreign Nationally/Federally chartered bank, savings bank, or savings and loan association is _____

(b.) The name(s) of any Trade Name(s) under which the corporation will conduct business: _____

(c.) The location of the main office (non-Ohio) shall be:

(street address) _____ NOTE: P.O. Box Addresses are NOT acceptable.
(city, township, or village) _____ (county) _____ (state) _____ (zip code) _____

(d.) The principal office location in the state of Ohio shall be:

(street address) _____ NOTE: P.O. Box Addresses are NOT acceptable.
(city, township, or village) _____ (county) _____ Ohio _____ (state) _____ (zip code) _____

(Please note, if there will not be an office in the state of Ohio, please list none.)

(e.) The corporation will exercise the following purpose(s) in the state of Ohio:
(Please provide a brief summary of the business to be conducted; a general clause is not sufficient)

2. Foreign Qualifying Limited Liability Company

(If the qualifying entity is a foreign limited liability company, the following information must be completed.)

(a.) The name of the limited liability company in its state of organization/registration is _____

(b.) The name under which the limited liability company desires to transact business in Ohio is _____

(c.) The limited liability company was organized or registered on _____
under the laws of the state/country of _____

(d.) The address to which interested persons may direct requests for copies of the articles of organization, operating agreement, bylaws, or other charter documents of the company is:

(street address) NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village) (state) (zip code)

3. Foreign Qualifying Limited Partnership

(If the qualifying entity is a foreign limited partnership, the following information must be completed).

(a.) The name of the limited partnership is

(b.) The limited partnership was formed on _____

(c.) The address of the office of the limited partnership in its state/country of organization is:

(street address) NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village) (county) (state) (zip code)

(d.) The limited partnership's principal office address is:

(street address) NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village) (county) (state) (zip code)

(e.) The names and business or residence addresses of the General partners of the partnership are as follows:

| Name | Address |
|-------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(If insufficient space to cover this item, please attach a separate sheet listing the general partners and their respective addresses)

(f.) The address of the office where a list of the names and business or residence addresses of the limited partners and their respective capital contributions is to be maintained is:

(street address) NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village) (county) (state) (zip code)

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is canceled or withdrawn.

4. Foreign Qualifying Partnership Having Limited Liability

(a.) The name of the partnership shall be

(b.) Please complete the following appropriate section (either item b(1) or b(2)):

(1.) The address of the partnership's principal office in Ohio is:

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

_____, Ohio _____
(city, village or township) (zip code)

(If the partnership does not have a principal office in Ohio, then Items b2 must be completed)

(2.) The address of the partnership's principal office (Non-Ohio):

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

_____, _____, _____
(city, township, or village) (state) (zip code)

(c.) The name and address of a statutory agent for service of process in Ohio is as follows:

(name)

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

_____, Ohio _____
(city, village or township) (zip code)

(d.) Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed

(e.) The business which the partnership engages in is:

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers, partners and representatives on the date(s) stated below.

MATHCO CHEMICAL CORP.
(Exact name of entity)

By: Ronald J. Swenther

Its: President

Date: 7-30-02

R.J.G. ENTERPRISES INCORPORATED
(Exact name of entity)

By: Ronald J. Swenther

Its: President

Date: 7-30-02

(Exact name of entity)

By: _____

Its: _____

Date: _____

(Exact name of entity)

By: _____

Its: _____

Date: _____

(Exact name of entity)

By: _____

Its: _____

Date: _____

(Exact name of entity)

By: _____

Its: _____

Date: _____

(Exact name of entity)

By: _____

Its: _____

Date: _____

(Exact name of entity)

By: _____

Its: _____

Date: _____

(Exact name of entity)

By: _____

Its: _____

Date: _____

(Exact name of entity)

By: _____

Its: _____

Date: _____